

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CRM-M-20127-2015

Date of decision: 25.08.2015

Dr. Ravi Ranjan

... Petitioner

Vs.

State of Haryana

... Respondent

CORAM: HON'BLE MR. JUSTICE RAMESHWAR SINGH MALIK

Present: Mr. A.P.S. Deol, Senior Advocate with
Mr. Davinder Bir Singh, Advocate
for the petitioner.

Mr. Ashish Yadav, Addl. AG, Haryana.

Mr. Rahul Deswal, Advocate
for the complainant.

RAMESHWAR SINGH MALIK, J. (ORAL)

Petitioner seeks bail pending trial in FIR No.324 dated 22.10.2014 under Sections 406, 420 IPC, registered at Police Station City Rewari, District Rewari.

Learned Senior Counsel for the petitioner submits that as per terms and conditions of Memorandum of Understanding ('MOU' for short) (Annexure P-1), petitioner is not responsible for the losses caused in the running of the hospital. Instead of making any effort by the complainant for recovering the amount from the petitioner, he has misused the process of law by registration of FIR against the petitioner. He further submits that money was withdrawn by the complainant because he was dealing with the accounts. He prays for allowing the present petition.

On the other hand, learned counsel for the State, on instructions from ASI Amar Singh, Police Station City Rewari, District Rewari, submits that in view of Clause 3 (h) of the MOU, at page 18 of the paper book, complainant was not concerned with any future losses in the business. He invested a huge amount to the tune of more than Rs.5 crores. After heavy losses were suffered in running of the hospital, a second MOU was signed between the parties and petitioner agreed to pay Rs.4.50 crores to the complainant. He further submits that, however, petitioner backed out from the terms and conditions of second MOU as well, because he did not pay any amount to the complainant. Later on, petitioner issued some cheques in favour of the complainant but those were also got dishonoured, thus, petitioner has been committing one after other offences because his intentions were not bonafide right from day one. He prays for dismissal of the present petition.

Having heard the learned counsel for the parties, after careful perusal of the record of the case and giving thoughtful consideration to the contentions raised, this Court is of the considered opinion that in the peculiar facts and circumstances of the case, noticed hereinabove, petitioner has not been found entitled for bail pending trial. It is so said because petitioner has not shown his bonafide at any point of time. Issuance of cheques in favour of the complainant would prima facie show that petitioner has accepted his liability. However, those cheques were also dishonoured. Clause 3 (h) as well as Clause 4.01 of MOU have gone undisputed on record and the same are as under: -

“Terms & conditions :

3 (h) – *That in case Corporation has to close its business due to heavy losses in future, in this case the entire amount invested by second party (i.e. Three Crore Rupee Only) will have to make good by the First Party from his personal assets in this regards the first party shall duly executed his registered will in favour of the second party.*

Special Provisions***4.01 Representatives and Guarantees of the First Party***

The First Party, as Shareholder, Director and Officer in Corporation, represents and guarantees the following to the Second Party. In addition, the First Party acknowledges that each and every one of the said representations and guarantees are conditions without which the Second Party would have not contracted.”

In view of the above and without commenting anything further on merits at this stage, lest it should prejudice the rights of either of the parties, no case for bail pending trial has been made out.

Dismissed.

[RAMESHWAR SINGH MALIK]
JUDGE

25.08.2015
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